In the same state in which the principal case was decided *voluntary* has been held to mean *intentional* and to imply a "conscious knowledge" of danger. *Empire Mutual Life Ins. Co. v. Allen,* 81 S. E. (Ga.) 120. But in West Virginia "conscious knowledge" was held not to be necessary. "Obvious dangers" in such a clause were held to include those which may be readily perceived and which are plain and evident. The insured must be aware of what a reasonably prudent man would be conscious of under the circumstances. *Combs v. Colonial Casualty Co.,* 80 S. E. (W. Va.) 779. In line with this case it was held that there could be no recovery upon a policy if the insured encounters the danger and is injured even though in the policy there was no express limitation on the freedom of action of the insured. *Diddle v. Continental Casualty Co.,* 63 S. E. (W. Va.) 962. Where the words "unnecessary exposure to danger" were used the company was held not to be liable unless the insured used ordinary care. *Pacific Mutual Life Ins. Co. v. Adams,* 27 Okla. 496. Where one attacked another and was killed in a fight it was held that there could be no recovery upon a certificate insuring against death by accident. *Taliaferro v. Traveller's Protective Ass'n of America,* 80 Fed. 368. The ground of decision here was that the death of the insured was due to voluntary exposure to danger. The only difference between the essential facts of this case and the principal case is that in the *Taliaferro* case there was no express exemption clause.

INSURANCE POLICY—LIMITATION ON POWER OF AGENT—WAIVER OF CONDITION.—MADSDEN V. MARYLAND CASUALTY CO., 142 PAC. (CAL.) 51.—*Held,* where there is a provision in a policy that no condition or warranty can be waived by an agent, a mere soliciting agent of an insurance company cannot waive conditions and warranties, and hence the fact that he in writing an application knew a warranty therein was false did not affect a waiver of the warranty.

Where limitation of authority of agent appears in the policy, the assured is presumed to have notice of it and is bound accordingly. *Assurance Co. v. Building Ass'n.,* 183 U. S. 308; *Catois v. American Life Ins. Co.,* 33 N. J. L. 487; *Liverpool Ins. Co. v. Richardson Lumber Co.,* 11 Okla. 585; *Thornton v. Travelers' Ins. Co.,* 116 Ga. 121; *Iverson v. Metropolitan Life Ins. Co.,* 151 Cal. 746. But some courts distinguish between a limitation on agent's authority prior to the issuance of the policy and subsequent thereto, and hold that a restriction in an insurance policy upon an agent's authority cannot be construed to refer to his acts or knowledge prior to the delivery of this policy. *Crouse v. Fire Ins. Co.,* 79 Mich. 249; *Wolf v. Ins. Co.,* 86 Mo. App. 580; *Rickey v. Ins. Co.,* 79 Mo. App. 485; *John Hancock Life Ins. Co. v. Schlink,* 175 Ill. 284; *Independent School District of Doon v. The Fidelity Ins. Co.,* 113 Iowa 65; *Andrus v. Maryland Casualty Co.,* 91 Minn. 358. The authorities in accord with the principal case base their holding upon the fact that from the elemental theory of agency, a limitation by insurance company on the authority of its agents is valid and assured cannot set up an apparent authority in the agent inconsistent with this limitation because the patrol evidence rule

applies and parties must stand on their written contract. Those cases that are contra to the principal case avoid the parol evidence rule by holding that an estoppel exists against the insurance company, preventing the invalidating of the policy at its inception. They hold that the acts of the agent prior to the issuance of the policy which contains restriction on his authority, are the acts of the company. *Insurance Co. v. Wilkinson,* 13 Wall. 222; *Rowley v. Empire Ins. Co.,* 36 N. Y. 550. Public policy seems to demand a relaxation in the strict rules of law in favor of the assured when insurance policies are construed, and the cases contrary to the principal case are in conformity with that policy.

PARENT AND CHILD—SUPPORT OF CHILD—LIABILITY OF FATHER.—ROGERS V. ROGERS, 143 PAC. (KANS.) 410.—*Held,* that a father who abandons and wholly neglects to provide for his wife and children, is liable to his wife after divorce for expenses incurred in caring for the children before the divorce, even though such support came from the earnings of the mother.

At common law the duty of the parents to provide for the maintenance of their children was well recognized. 1 Bl. Com. 447. The duty rested upon the father alone while living. *Gilley v. Gilley,* 79 Me. 292. This was because of the peculiar position of the wife at common law. All her property passed to her husband upon her marriage, and she had no right to the services of her children. Therefore she could not be held liable for the support of the children. *Gleason v. Boston,* 144 Mass. 25. So, where a wife was deserted by her husband, and he failed to provide for their children, she could pledge his credit as agent for their support, and he was liable to those who furnished necessaries on his credit. *Gill v. Read,* 5 R. I. 343; *McMillen v. Lee,* 78 Ill. 443. But where the mother wrongfully took the child from the care of the father, he being able and willing to care for the child, he could not be charged for its support elsewhere. *Shields v. O'Reilly,* 68 Conn. 256; *Fitler v. Fitler,* 33 Pa. 50. A suit under the facts of the principal case would have been impossible at common law because, first, a wife could not sue her husband, and second, her earnings belonged to her husband and so she could not recover them when expended in the performance of his duty. These disabilities have been removed in most states by statute. In such states, the wife can recover for money expended under the facts of the principal case. *De Brauwere v. De Brauwere,* 203 N. Y. 460. On principle, it seems that where the disabilities of a wife have been removed by statute, she ought to be under an equal duty to support the children, and that at the most, he should only be liable for an equal share of the expense incurred. It has even been held, where the duty rested on both by statute, that in case a wife has thus incurred expense, no promise to reimburse can be inferred against the husband in her favor. *Johnson v. Barnes,* 69 Iowa 641.

PROPERTY—DOGS—LEGISLATIVE POWER.—PEOPLE V. CALL, 149 N. Y. Supp. 168.—*Held,* that the enactment of a conservation law which prohibits the keeping or possession of dogs in the Adirondack Park and requires every